

FIRE INSEPECTION

Case 1:99-cv-00017 Document 266-1 Filed 10/02/2006 Page 2 of 40



109 East Saipan Industrial Park, Kond Tumon, Saipan 96950
Telephone: (671) 646-7211, 645-8481 • Fax: (671) 645-7421
Email: service@phoenix-pacific.com

\$980.00

CLIENT#

JOB#57122

FIRE ALARM PREVENTIVE MAINTENANCE REPORT

DIVISION OF YOUTH SERVICES

CUSTOMER NAME:	P.O. BOX 501000	INSPECTION DATE:	JULY 21, 2006
BUILDING ADDRESS:	CHALAN KANDA, SAIPAN MP 96950	INSPECTION FOR MONTH OF:	JULY 2006
CONTACT PERSON:	VICTOR MESA	CONTRACT EXPIRATION DATE:	JULY 29, 2006
TELEPHONE NUMBER:		WIRELESS NUMBER:	

CONTRACT REQUIRES INSPECTION:	MONTHLY <input type="checkbox"/>	QUARTERLY <input type="checkbox"/>	SEMI-ANNUALLY <input type="checkbox"/>	ANNUALLY <input type="checkbox"/>
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DEVICES OR APPLIANCES	PERIODIC TEST FOR NFPA 72H (INDIVIDUAL DEVICE)	COMMENTS	CURRENT INSPECTION		TESTED DEFICIENT (SEE BELOW)
			NOT TESTED	TESTED SATISFACTORY	
fire alarm panel	QUARTERLY		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PRIMARY/SECONDARY POWER SUPPLIES	QUARTERLY		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
BATTERY SHOULD BE ACID	ANNUALLY		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
REMOTE annunciator	ANNUALLY		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
AUDIBLE AND VISIBLE TROUBLE SIGNALS	ANNUALLY			<input checked="" type="checkbox"/>	<input type="checkbox"/>
ZONE DISCONNECT SWITCHES, TROUBLE SIGNAL	ANNUALLY		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
GROUND FAULT MONITORING CIRCUIT	ANNUALLY		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
SIGNAL STATIONS	SEPARATELY		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
heat detectors	SEMI-ANNUALLY		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
smoke detectors	ANNUALLY		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
FLAME, BEAM AND OTHER DETECTORS	SEMI-ANNUALLY		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
WATER FLOW ALARM SWITCHES	SEMI-ANNUALLY		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
SWITCHES TO TOP	SEMI-ANNUALLY		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
FIRE DILAY SYSTEM DEVICES	QUARTERLY		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
VISIBLE INDUS FORMS OF OTHERS	ANNUALLY		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ANALOG DEVICES	ANNUALLY		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
EMERGENCY EVACUATION CONTROL PANELS	ANNUALLY		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
SHAKERS/ACTUATORS	ANNUALLY		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
TELEPHONE IT TWO-WAY	ANNUALLY		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
EXTINISHING SYSTEM ALARM SWITCHES	ANNUALLY		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

INSPECTION TEST REPORT IS BASED ON NFPA GUIDELINES SET FORTH IN NFPA 72. WHEN LESS THAN 100% TEST IS BEING PERFORMED, A CLOSE RECORD SHALL BE MAINTAINED OF THE INDIVIDUAL INITIATING DEVICES AND INDICATING APPLIANCES TESTED EACH TIME TO AVOID SAME DEVICE BEING TESTED ON SUBSEQUENT TESTS.

TYPE / LOCATION / ADDRESS OF PERIPHERAL DEVICES TESTED THIS INSPECTION:

- 1. STARTED BACKUP SYSTEM, BACKED UP DATA TO REMOTE SERVER.
- 2. NOTIFIED ALL TESTED DEVICES TO ACT AS FIRE ALARM ACTUATORS.
- 3. NOTICED - GUESTS IN OFFICE - 1) GUEST FOR PRINT CONNECTION TO S3, 2) GUEST FOR FIRE ALARM ACTUATION WITH AUTOMATIC ACTUATION IN GUEST OFFICE AND 3) GUEST WITH SUPERVISION, PLUGGED INTO COMPUTER IN THE OFFICE.

* DEFICIENCIES: 1) ALERT & BELL DETECTORS ARE NOT WORKING. 2) NO CO2 FIRE EXTINGUISHERS.

Victor Mesa
TECHNICIAN'S NAME

7/21/06
DATE

Rosa T. L. Jones
CUSTOMER

7/21/06
DATE

I, CUSTOMER, HEREBY ACKNOWLEDGE RECEIPT OF REPORT AND GIVES CONSENT TO ATTACH THE NECESSARY CITATION AS ACTED IN TECHNICAL RULES.



COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS
DEPARTMENT OF COMMUNITY AND CULTURAL AFFAIRS

Office of the Secretary
Cutter Box 10001
Saipan, M.I. 96950
(670) 684-2576 Fax (670) 684-2551

MEMORANDUM

Date: July 21, 2005

To : DYS Acting Administrator
From : Secretary, DCCA
Subject: Renewal of Contract with Phoenix Pacific (Guam) Inc

This is to request your office to commence processing of the renewal contract with the Phoenix Pacific.

Attached is the Maintenance Proposal from Phoenix Pacific for the Fire Alarm/Panel System. Mr. George Perez, Technician for Phoenix Pacific informed me that this will be their last inspection and maintenance. The previous Maintenance Agreement between DYS and Phoenix Pacific ends this month.

As you are aware, we have very sophisticated electronic equipments in this facility, therefore, it is important that we continue the maintenance of it's equipments. Our resources on-island is very limited, therefore, we must maintain what contract or agreement we have.

Thank you for your Quick response.

Melvin L. O. Faisad

CC: DCCA Secretary
DYS Acting Administrator
SAA
Edward Buckingham, AAG/Consent Decree Coordinator

7/21/05
10:00 AM
DYS

07/24/04
10 pm
Received by
July 24, 2004
1:00 p.m.



Commonwealth of the Northern Mariana Islands
Department of Community and Cultural Affairs
Office of the Secretary,



Caller Box 16007
Saipan, Mariana Islands 96950

Debra C. Villagomez-Bier
Secretary

July 21, 2006

Melvin L.O. Faisao
Deputy Secretary

Deborah A. Inos,
Acting Director
Division of Youth Services

Pedro R. Ray Santar
Acting Director
Insular Processor Office

Cecille Taitano-Celes
Executive Director
Commonwealth Council
for Arts & Culture

Howard Macranes,
Director
Office on Aging

Eleanor Cruz,
Administrator
Insular Assistance Program

Jose Lizama,
Acting Director
Division of Social and
Recreational Services

David Orman,
Executive Director
Guam Fire Department
Energy Conservation
Program

Low Income Home Energy
Assistance Program
(LIHEAP)

Residential Energy
Assistance Challenge
(REACH)

Childcare Licensing
Program

Garapan Street Market

Mrs. Leesh Royster
Projects & Service Coordinator
Phoenix Pacific (Guam) Inc.
109 East Harmon Industrial Park Road
Tumon, Guam 96913

Re: Update of Contact Information & Request of Quotation Proposal

Dear Ma'am:

Hala Adai from Saipan. This letter is to update your office on future contact personnel pertaining to the Division of Youth Services-Kagman Juvenile Detention & Correctional Facility (KJD&CF).

First of all due to change of Administration, please send all billings, financial and/or correspondence requiring approval to Ms. Debra Inos who is currently the Acting Director of the Division of Youth Services (DYS). Additionally, I, Deputy Secretary, Melvin L. O. Faisao am temporarily charged to oversee the Operations of the Juvenile Detention & Correctional Facility. Any and all information regarding inspections, maintenance and future quotation proposal and contracts must be addressed to me.

Secondly, I am requesting for a proposal or quotation on the following: Please separate the quotations for each.

- 1.) Installing a printer connection to enable a printout of activities generated by the Main Panel for our records
- 2.) Installation and programming in Control Room to allow the superintendent to access from a computer to and in his office. I believe this is the Fire Works Software Program.

Please e-mail or fax the quotations to

Rosa T. Terepeyo - E-mail address : kagmairose@yahoo.com
Fax Number : (670) 236-2576

Thank you very much and I await your fax or e-mail.

Sincerely,

Melvin L.O. Faisao

(X) DCCA Secretary
DYS Acting Administrator
S.E.A.
Edward Buckingham, AAC Consent Decree Coordinator
FDC

Dhoenix
Pacific (Guam), Inc.
System Integrators

**FIRE ALARM SYSTEM
MAINTENANCE CONTRACT AGREEMENT**

**KAGMAN JUVENILE DETENTION FACILITY
KAGMAN, SAIPAN**

... Submitted to:

**Division of Youth Services
P.O. Box 501000
Saipan, MP 96950**

**Phoenix
Pacific (Guam), Inc.**
System Integrators

13 July 2006

Division of Youth Services
P.O. Box 501000
Chalan Kanoa, Saipan MP. 96950

Attention: Mr. Debra Inos
Director

Subject: **KAGMAN JUVENILE DETENTION FACILITY**
FIRE ALARM SYSTEM - MAINTENANCE CONTRACT AGREEMENT

Ms. Inos:

On behalf of Phoenix Pacific (Guam), Inc., I am pleased to submit our Regular Maintenance Proposal contained herein for the Fire Alarm System located at the Kagman Juvenile Detention Facility in Saipan. Upon acceptance of this contract agreement, the Fire Alarm Inspection will be scheduled and conducted every two (2) months.

Please be advised that PPGI has consistently and without exception complied with all previous and existing laws and regulations relative to procurement, as well as Guam laws, rules, codes and regulations. To emphasize this point, you are more than welcome to contact any of the projects referenced under pages 21 thru 23.

Thank you for this opportunity to propose on this important project. We look forward to servicing your Fire Alarm System needs. Should you require additional information from PPGI, please do not hesitate to contact me at telephone 646-6461, via telefax 649-0483 or email glen@phoenixguam.com.

Sincerely,
Phoenix Pacific (Guam), Inc.



Glen S. Mazar
Operations Manager

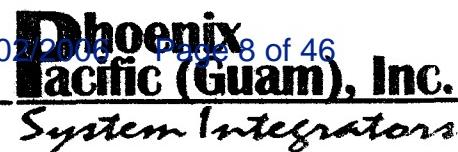
CONFIDENTIALITY STATEMENT

The proposal supplied is owned by, and proprietary to Phoenix Pacific (Guam), Inc. (PPGI). It is being supplied under express conditions that:

- A. It be acknowledged that the information contains proprietary information of Phoenix Pacific (Guam), Inc., and therefore will be treated as confidential information and cannot be copied or reproduced without the express written consent of PPGI;
- B. The information be used exclusively by the addressee to extract the information which they desire;
- C. The information shall not be used for any other purposes;
- D. The information shall not be disclosed to any contractors, suppliers, or other members.
- E. The information is returned to Phoenix Pacific (Guam), Inc. upon request.

CONTACT INFORMATION:

Contact Person: Glen S. Mazar, Operations Manager
Address: 109 East Harmon Industrial Park Road
Tamuning, Guam 96913
Telephone: (671) 646-6461/2 ext. 101
Facsimile: (671) 649-0483
E-mail: glen@phoenixguam.com

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Phoenix Pacific (Guam), Inc. strives to deliver superior value, quality and service. We make every effort to satisfy our customer's expectations through shared goals of operational excellence, innovation of delivery and empowerment of our employees, while continuing to provide sustained value to our shareholders and the community organizations we support.

PPGI provides the best educated, qualified and most conscientious technicians in the Fire Alarm industry. Our company is built on confidence, strength and integrity, with our Service Department providing attentive service and support. We make your objectives ours to ensure that your Fire Alarm System is working efficiently, effectively and safely with vigilance.

EXECUTIVE SUMMARY

Phoenix Pacific (Guam), Inc. (PPGI), is positioned to provide you with the most complete and comprehensive proposal available. We are very much aware of the importance in providing a reliable and stable Fire Protection System to ensure that when the time arises, your system will perform.

We are excited by the prospect of creating a valued relationship that fosters true business partnerships. As a potential business partner, we are obligated to learn, understand and consult in every business concern relating to the services that are provided by PPGI. Phoenix Pacific's solutions are not only provided through services, but as a continual dialogue about the business decisions that directly affect our respective bottom lines. The more we understand and listen to your concerns, the better we can provide a thorough analysis that addresses those concerns.

As such, Phoenix Pacific (Guam), Inc. is pleased to present the following proposal for your consideration. This proposal is based on a complete analysis of your system. The proposal also provides the most comprehensive strategy that addresses both immediate and long-term needs. Based on our analysis, it is imperative that our proposal meets and exceeds the following objectives:

- ◆ Provide a complete and comprehensive maintenance program that meets and or exceeds National Fire Protection Association (NFPA) codes and standards.
- ◆ Provide a level of accountability and safety for all personnel and you the customer.
- ◆ Provide minimal disruption to your business.
- ◆ Respond to any problems/Troubles that may arise with your system and avoid minimal downtime.
- ◆ Phoenix Pacific (Guam), Inc. encourages the opportunity to discuss our Maintenance proposal in detail and outline our strategic plan for the successful implementation of the agreement. We are confident that this Maintenance proposal is comprehensive and informative, providing the information required for a complete evaluation.

EXECUTIVE SUMMARY**Phoenix
Pacific (Guam), Inc.**
System Integrators

Parent Company Name: Phoenix Pacific, Inc.

Address: 120 Mokaua Street
Honolulu, Hawaii 96819

Telephone: (808) 841-7617 to 19

Facsimile: (808) 842-1819

Principals/Corporation Officers: Mr. Fred M. Smoot, President
Mr. Mitsuru Miyahira, Vice President

Annual Sales: \$7,000,000.00+

Branch Offices: Phoenix Pacific (Guam) Inc.
Phoenix Pacific Export, Inc.

Address: 109 East Harmon Industrial Park Road
Tamuning, Guam 96913

Telephone: (671) 646-6461/2/6481

Facsimile: (671) 649-0483

Responsible Managing Employee: Mr. William Hannmann, General Manager
RME License Number: #6116

Geographic Areas Of Operation: Hawaii, Guam, Commonwealth of the Northern
Mariana Islands (CNMI), Micronesia and the Philippines

Guam Office Staff: Sixteen (19) Employees consisting of:
Sales/Administrative (7)
Engineering (3)
Service (9)

Guam Contractors License Board
Contractor's License

Felix P. Camacho
Governor of Guam

Kaleo N. Moylan
Lt. Governor of Guam

Pursuant to the provisions of Chapter VII Title XI of the Government Code of Guam and the Rules and Regulations of the Contractors License Board, the Registrar of Contractors hereby issues this license to:

Phoenix Pacific (Guam), Inc.

To engage in the business or act in the capacity of a contractor in the following classifications

C19 & C20

This license is the property of the Registrar of Contractors, not transferable, and shall be returned to the Registrar upon demand when suspended, revoked or invalidated for any reason. It becomes void if not renewed on or before June 30 of each year.

Issued
05 AUG 2005

Expires:
June 30, 2006

GRT No
901832

License No
6115

Cert No
C-0706-1033

Chairman of the Board
Registrar of Contractors



Signature of Licensee
Signature of RMD

NATIONAL INSTITUTE FOR CERTIFICATION IN ENGINEERING TECHNOLOGIES

HEREBY CERTIFIES THAT

Ferdinand B. Guinto

HAS ATTAINED THE GRADE OF

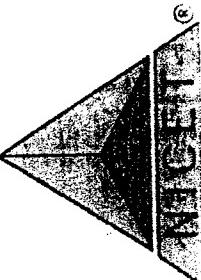
LEVEL III

IN FIRE PROTECTION ENGINEERING TECHNOLOGY
FIRE ALARM SYSTEMS

AND RECOGNIZES THAT THROUGH EDUCATION,
EXPERIENCE, AND KNOWLEDGE THIS PERSON HAS
MET THE STANDARDS SET FORTH BY THIS INSTITUTE

Certification valid through July 1, 2008

CERTIFICATION NUMBER 08391


NICET®

NICET CERTIFICATES

**Phoenix
Pacific (Guam), Inc.**
System Integrators

**NATIONAL INSTITUTE FOR CERTIFICATION
IN ENGINEERING TECHNOLOGIES**

HIEREBY CERTIFIES THAT

PAUL L. GARCIA

HAS ATTAINED THE GRADE OF

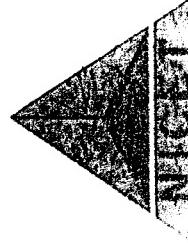
LEVEL I

IN FIRE PROTECTION ENGINEERING TECHNOLOGY
FIRE ALARM SYSTEMS

AND RECOGNIZES THAT THROUGH EDUCATION,
EXPERIENCE, AND KNOWLEDGE THIS PERSON HAS
MET THE STANDARDS SET FORTH BY THIS INSTITUTE
Certification valid through December 1, 2006

CERTIFICATION NUMBER (6 digits)

A. Garcia



NATIONAL INSTITUTE FOR CERTIFICATION IN ENGINEERING TECHNOLOGIES

HEREBY CERTIFIES THAT

Randy V Martin

HAS ATTAINED THE GRADE OF

LEVEL I

IN FIRE PROTECTION ENGINEERING TECHNOLOGY
FIRE ALARM SYSTEMS

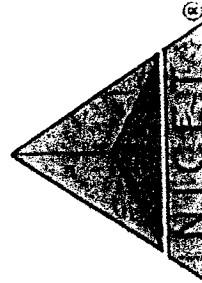
AND RECOGNIZES THAT THROUGH EDUCATION,
EXPERIENCE, AND KNOWLEDGE THIS PERSON HAS
MET THE STANDARDS SET FORTH BY THIS INSTITUTE.

Certification Valid through April 1, 2007

CERTIFICATION NUMBER: 11083

Frank J. Saito Jr.

Signature of the National Institute for Certification in Engineering Technologies



NICET CERTIFICATES

**Phoenix
Pacific (Guam), Inc.**
System Integrators

**NATIONAL INSTITUTE FOR CERTIFICATION
IN ENGINEERING TECHNOLOGIES**

HEREBY CERTIFIES THAT

JAIME T. DEL CASTILLO

HAS ATTAINED THE GRADE OF

LEVEL I

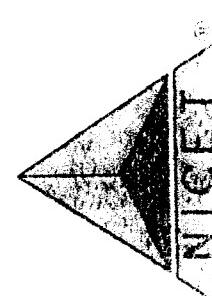
IN FIRE PROTECTION ENGINEERING TECHNOLOGY
FIRE ALARM SYSTEMS

AND RECOGNIZES THAT THROUGH EDUCATION,
EXPERIENCE AND KNOWLEDGE THIS PERSON HAS
MET THE STANDARDS SET FORTH BY THIS INSTITUTE

Certification Valid through May 1, 2009

CERTIFICATION NUMBER:

Ramon T. Del Castillo P.E.



EST CERTIFICATES

**Phoenix
Pacific (Guam), Inc.**
System Integrators

This is to acknowledge that:

William Hannmann of

Phoenix Pacific, Inc

has attended

EST3 Hardware and Installation Course.

a Non Factory Certification Course on

Hardware Components and Installation of EST3 System

11/28/00 S4 CEN:



This is to acknowledge that:

William Hannmann of

Phoenix Pacific, Inc

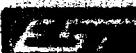
has attended

EST3 Programming and Networking Course.

a Non Factory Certification Course on

Applications and Programming of the EST3 System

11/28/00 S4 CEN:



This is to Acknowledge that

Ferdinand Quinto of

Phoenix Pacific, Inc.

has attended

EST3 Hardware and Installation Course

a Factory Training Course on

Hardware Components and Installation of EST3 System

11/5/01 24 Hours

EST

This is to Certify that

Ferdinand Quinto

Phoenix Pacific, Inc

has successfully completed the

EST3 Programming and Networking Course

factory training as required by NFPA 72 for

Applications and Programming of the EST3/ALS3 System

and is hereby awarded Factory Certification

11/5/01 30 Hours

EST

This is to Acknowledge that:

Paul L. Garcia of

Phoenix Pacific, Inc.

has attended

ES73 Hardware and Installation Course.

a Factory Training Course on

Hardware Components and Installation of ES73 System.

11/8/01 24 Hours



This is to Certify that:

Paul L. Garcia

Phoenix Pacific, Inc.

has successfully completed the

ES73 Programming and Networking Course.

factory training as required by NFPA 72 for

Applications and Programming of the ES73/ALS3 System.

and is hereby awarded Factory Certification.

11/8/01 30 Hours



This is to Acknowledge that

Jaimie Del Castillo of

Phoenix Pacific, Inc

has attended

EST3 Hardware and Installation Course.

a Factory Training Course on

Hardware Components and Installation of EST3 System.

1991 24 Hours



This is to Certify that

Jaimie Del Castillo

Phoenix Pacific, Inc

has successfully completed the

EST3 Programming and Networking Course.

factory training as required by NFPA 72 for

Applications and Programming of the EST3/L2SE System

and is hereby awarded Factory Certification

1991 36 Hours



Phoenix Pacific (Guam), Inc. is a member of the following organizations:

- ◆ Guam Chamber of Commerce
- ◆ Guam Contractors Association
- ◆ Guam Hotel & Restaurant Association
- ◆ National Fire Protection Agency
- ◆ National Systems Contractors Association
- ◆ Associated Builders & Contractors, Inc.

Additionally, Phoenix Pacific (Guam), Inc. also supports the following organizations:

- ◆ National Institute for Certification in Engineering Technologies (NICET)
- ◆ Occupational Safety & Health Administration (OSHA)

PRIMARY BUSINESS ACTIVITY

**Phoenix
Pacific (Guam), Inc.**
System Integrators

SALES AND SERVICE OF ELECTRONIC SPECIALTY SYSTEMS SUCH AS:

- ◆ Fire Detection Systems
- ◆ Fire Sprinkler and Suppression Systems
- ◆ Audio Evacuation Systems
- ◆ Intrusion Detection Systems (Commercial/Government)
- ◆ Video Imaging/Badging Systems
- ◆ Closed Circuit Television (CCTV) Systems
- ◆ Vehicle Traffic Signal Systems
- ◆ Educational/Institutional Intercommunication Systems
- ◆ Background Music/Professional Sound Systems
- ◆ Health Care Systems (Nurse Call/Patient Notification)

- A. Intrusion Detection Systems
 - a) Sentrol
 - b) ADI
 - c) Edwards Systems Technology (EST)
 - d) Hirsch Electronics
- B. Access Control/Movement Control Systems
 - a) Rauland-Borg Corporation
 - b) Edwards Systems Technology (EST)
 - c) Hirsch Electronics
- C. Video Imaging/Badging Systems
 - a) Edwards Systems Technology (EST)
 - b) Hirsch Electronics
- D. Closed Circuit Television (CCTV) Systems
 - a) Pelco
 - b) Edwards Systems Technology (EST)
- E. Fire Detection and Audio Evacuation Systems
 - a) Fire Control Instruments (FCI)
 - b) Edwards System Technologies (EST)
 - c) Gamewell
- F. Fire Suppression Systems
 - a) Chemetron
- G. Educational/Institutional Intercommunication Systems
 - a) Rauland-Borg Corporation
- H. Background Music/Professional Sound Systems
 - a) Rauland-Borg Corporation
- I. Health Care Systems
 - a) Rauland-Borg Corporation
 - b) Edwards Systems Technology (EST)
- J. Vehicle Traffic Signal Systems
 - a) Transyt Corporation
 - b) Eagle Signal Controls
 - c) McCain Traffic

MAJOR PROJECTS COMPLETED

**Phoenix
Pacific (Guam), Inc.**
System Integrators

CLOSED CIRCUIT TELEVISION (CCTV) SYSTEMS:

- ◆ Guam Judicial Center - Guam
- ◆ Maintenance Hangar, AAFB - Guam
- ◆ Saipan Judicial Center - Saipan
- ◆ U.S. Coast Guard, Sand Island Facility - Honolulu
- ◆ City & Country of Honolulu Traffic Systems Monitoring (60 Cameras, Fiber Control) - Honolulu
- ◆ Controlled Industrial Facility, Pearl Harbor - Hawaii
- ◆ Hafa Adai Beach Hotel - Saipan
- ◆ Traffic Management Center (Video Projection & CCTV) - (Project On-Going) - Guam
- ◆ CATTS Program (Tumon, Currently under construction) - Guam

ACCESS CONTROL/MOVEMENT CONTROL/INTRUSION DETECTION:

- ◆ Guam Judicial Center - Guam
- ◆ Saipan Judicial Center - Saipan
- ◆ Naval Supply Center, Pearl Harbor - Hawaii
- ◆ Controlled Industrial Facility, Pearl Harbor - Hawaii
- ◆ Kagman Juvenile Detention Facility - Saipan
- ◆ Security Forces Building (AAFB) - Guam
- ◆ DET5 Northwest Field (AAFB) - Guam

VIDEO IMAGING/BADGING SYSTEMS:

- ◆ Saipan Judicial Center - Saipan
- ◆ Duty Free Shoppers - Honolulu
- ◆ Federal Government - Kwajalein

FIRE DETECTION/AUDIO EVACUATION SYSTEMS:

- ◆ Guam Judicial Center
- ◆ Hotel Nikko - Guam
- ◆ Palace Hotel - Guam
- ◆ Guam Marriott Resort - Guam
- ◆ Onward Beach Resort - Guam
- ◆ Naval Regional Medical Center (NRMC) - Guam
- ◆ Hotel Okura - Guam
- ◆ Sandcastle - Guam
- ◆ Reef Hotel - Guam
- ◆ Department of Corrections Facility - Guam
- ◆ Dai-Ichi Hotel - Guam
- ◆ Leo Palace Resort (Mannengon Hills) - Guam
- ◆ Dededo Combustion Turbine 1 & 2
- ◆ Sherwood Hotel - Guam
- ◆ Hyatt Regency Guam
- ◆ Westin Resort Guam

FIRE DETECTION/AUDIO EVACUATION SYSTEMS

- ◆ Agana Shopping Center - Guam
- ◆ Alupang Beach Tower - Guam
- ◆ Dai-Ichi Garden Villa Condominiums - Guam
- ◆ Dodea School AAFB - Guam
- ◆ Duty Free Shoppers - Guam
- ◆ Guam Premier Outlets - Guam
- ◆ Hafa Adai Beach Hotel - Saipan
- ◆ Harvest Christian Academy - Guam
- ◆ Micronesia Mall - Guam
- ◆ Ohana Oceanview Hotel - Guam
- ◆ Ohana Bayview Hotel - Guam
- ◆ Outrigger Hotel - Guam
- ◆ Pacific Islands Club - Guam & Saipan
- ◆ Saipan Grand Hotel - Saipan
- ◆ St. John's School - Guam
- ◆ U.S. Army Reserve Center - Guam

EDUCATIONAL/INSTITUTIONAL - INTERCOM/SOUND SYSTEMS:

- ◆ Guam Judicial Center - Guam
- ◆ Santa Barbara School - Guam
- ◆ Harvest Baptist School - Guam
- ◆ Saint Anthony School - Guam
- ◆ Tamuning Elementary School - Guam
- ◆ Southern High School - Guam
- ◆ Pia Marine - Guam
- ◆ Micronesia Mall - Guam
- ◆ Onward Water Park - Guam
- ◆ Mt. Carmel High School - Saipan
- ◆ Ewa II Elementary School - Honolulu
- ◆ Upcountry Maui High School - Honolulu

HEALTH CARE SYSTEMS (NURSE CALL/PATIENT NOTIFICATION):

- ◆ Guam Memorial Hospital - Guam
- ◆ GMH Long Term Care Facility - Guam
- ◆ Mental Health Center - Guam
- ◆ Kaiser Permanente - Honolulu
- ◆ Honokaa Health Center - Hawaii
- ◆ Medical/Dental Clinic, Hickam AFB - Hawaii

VEHICLE TRAFFIC CONTROL SYSTEMS:

- ◆ Computerized Traffic Systems (400 Intersections) - Honolulu
- ◆ Computerized Traffic Systems (200 Intersections - Seoul, Korea)
- ◆ Traffic Intersections - Guam (approx 50)
- ◆ Traffic Intersections - Saipan (approx 10)
- ◆ Traffic Intersection - Belau (3)
- ◆ Traffic System (300) Intersections) - Manila, Philippines

MONTHLY MAINTENANCE/SERVICE (GUAM):

- ◆ Agana Beach Condominium
- ◆ Alupang Beach Tower
- ◆ DFS Galleria (Tumon)
- ◆ DFS Main Office (Tamuning)
- ◆ DFS Warehouse (Bello Road)
- ◆ GameWork's Guam
- ◆ Grand Plaza Hotel
- ◆ Guam Dai-Ichi Hotel
- ◆ Guam Hotel Okura
- ◆ Guam Marriott Resort
- ◆ Guam Premier Outlet (Outlet Stores)
- ◆ Guam Premier Outlet (Food Court Area)
- ◆ Guam Premier Outlet (Best Seller & PC Outlet)
- ◆ Guam Reef Hotel
- ◆ Holiday Tower
- ◆ Hotel Nikko Guam
- ◆ Hyatt Regency Guam
- ◆ Leo Palace Resort, Mannengon Hills
- ◆ Onward Beach Resort
- ◆ Onward Dormitory
- ◆ Outrigger Guam Resort
- ◆ Pacific Islands Club (Guam)
- ◆ Pacific Islands Club (Saipan)
- ◆ Pia Resort Condominium
- ◆ Sam Choy's Restaurant
- ◆ Santa Barbara School
- ◆ Sirena Plaza (Tanota Partners)
- ◆ Superior Court of Guam
- ◆ UnderWater World
- ◆ Westin Resort Guam

CONTACT INFORMATIONSERVICE DEPARTMENT:

- ◆ Paul L. Garcia, Technical Services Manager
109 East Harmon Industrial Park Road
Tamuning, Guam 96913
Telephone: (671) 646-6461/2 ext. 105
Facsimile: (671) 649-0483
E-mail: techsupport@phoenixguam.com
- ◆ Leah K. Royster, Project & Service Coordinator
109 East Harmon Industrial Park Road
Tamuning, Guam 96913
Telephone: (671) 646-6461/2 ext. 103
Facsimile: (671) 649-0483
E-mail: leah@phoenixguam.com

SALES DEPARTMENT:

- ◆ William Hannmann, General Manager
109 East Harmon Industrial Park Road
Tamuning, Guam 96913
Telephone: (671) 646-6461/2
Facsimile: (671) 649-0483
E-mail: hannmann@phoenixhawaii.com
- ◆ Glen S. Mazar, Operations Manager
109 East Harmon Industrial Park Road
Tamuning, Guam 96913
Telephone: (671) 646-6461/2 ext. 101
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- ◆ Linda T. Stone, Management Services Manager
109 East Harmon Industrial Park Road
Tamuning, Guam 96913
Telephone: (671) 646-6461/2 ext. 102
Facsimile: (671) 649-0483
E-mail: lstone@phoenixguam.com
- ◆ Stephanie J. Cadiz, Project & Purchasing Administrator
109 East Harmon Industrial Park Road
Tamuning, Guam 96913
Telephone: (671) 646-6461/2 ext. 100
Facsimile: (671) 649-0483
E-mail: steph@phoenixguam.com

Execution:

Upon written approval/acknowledgement of this proposal, Phoenix Pacific (Guam), Inc., shall schedule a meeting with all the appropriate parties and discuss the implementation of the following:

- ◆ Introduce the Key Personnel (point of contact) from Phoenix Pacific (Guam), Inc.
- ◆ Obtain the Key Personnel from the Customer's side as point of contact.
- ◆ Prepare a Maintenance schedule for the calendar year or/Maintenance agreement period.
- ◆ Provide the Emergency Contact Numbers for after hour service.

MAINTENANCE SERVICES

**Phoenix
Pacific (Guam), Inc.**
System Integrators

Technician Training:

Phoenix Pacific (Guam), Inc. will provide Factory Trained Technicians to conduct Testing, Inspections, Training and Repairs. PPGI Technicians are also participating in the National Institute for Certification in Engineering Technologies (NICET), which offers rigorous certification criteria maximizing their skills and knowledge in the Fire Alarm Industry, thereby providing higher quality of service, safety and protection to our Customers.

Testing & Inspections:

PPGI Technicians follow strict measures ensuring that the Fire Alarm System is tested and maintained in accordance with both Local and National Fire Codes. To ensure accurate record keeping in tracking equipment/devices, PPGI uses the Technology from Tiscor (PROTRAC) - Mobile Software which gives specific information such as description, type, and inspection intervals using handheld (barcode) computer scanners. This method is 100% compliance with NFPA, JCAHO, OSHA and other audit agencies. Reports can also be generated for record purposes, your insurance carrier, or a court of law document.

Annual Maintenance Testing & Certification:

The Guam Fire Department or the Authority Having Jurisdiction may require that we conduct an actual Fire Drill to ensure that the Fire Protection System is functioning normally in the General Alarm Mode. This service is included as part of this agreement.

After an annual testing has been conducted, PPGI shall provide a Certification Letter stating that the Fire Alarm System has been maintained in accordance with applicable Codes and Standards.

CLOSING SUMMARY

Phoenix Pacific (Guam), Inc. takes great pride in its projects and services, which we have accomplished over the years in both Guam and Micronesia.

For your consideration, I have attached our Regular Maintenance Proposal Agreement for the Fire Alarm System located at the Kagman Juvenile Detention Facility in Saipan. PPGI feels confident of its Technical team and I am certain that you will be enthused with the service quality provided to you. Rest assured, our Team is more than qualified to provide your Management and Staff with the "Best Service Available". As System Integrators, we look forward to maintaining your Fire Alarm System to ensure life safety is paramount at your facility.

At Phoenix Pacific, we believe in an open door policy. Therefore, if you and/or your staff feel that you are being poorly serviced, please call our office immediately!

Should you have any questions or comments concerning this proposal, or if you require additional information, please feel free to contact me at (671) 646-6461. Thank you.

Sincerely,
Phoenix Pacific (Guam), Inc.



Glen S. Mazar
Operations Manager

REGULAR MAINTENANCE AGREEMENT

**Phoenix
Pacific (Guam), Inc.**
System Integrators

This Agreement is made on this _____ day of _____, 20____, by and between **PHOENIX PACIFIC (GUAM) INC. (PPGI)**, (hereafter referred to as the "Company"), and **DIVISION OF YOUTH SERVICES** (hereafter referred to as the "Client").

PRICE AND PAYMENT:

Client agrees to pay Company the sum of **FIVE THOUSAND EIGHT HUNDRED EIGHTY DOLLARS AND 00/100 (\$5,880.00)** for the first year's regular service under this Agreement, payable in Six (6) installment(s) of **NINE HUNDRED EIGHTY DOLLARS AND 00/100 (\$980.00)** payable within thirty (30) days after each inspection. Charges for regular service in any subsequent year of this agreement shall not exceed 115% of the charges for regular service in the prior year, and Company shall notify Client of any such increases in charges for regular service at least thirty (30) days before the effective date thereof. The above pricing includes Airfare, Car Rental and Per Diem. However, it does not include the following:

- ❖ Repairs
- ❖ Replacement Parts and/or Additional Materials (if needed)
- ❖ Emergency Trouble Calls

RIGHT OF CANCELLATION: YOU, THE CLIENT MAY CANCEL THIS AGREEMENT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER SIGNING THIS AGREEMENT BY NOTIFYING THE COMPANY IN WRITING.

By: **CLIENT/SUBSCRIBER**
DIVISION OF YOUTH SERVICES

By: **COMPANY/SERVICE PROVIDER**
PHOENIX PACIFIC (GUAM), INC.

Signature of Authorized Personnel

Debra I. Inos
Ms. Debra Inos

Name

Director

Title

7/27/06
Date

Signature of Authorized Personnel

Glen S. Mazar

Name

Operations Manager

Title

7-13-06
Date

EXHIBIT "A"

**Phoenix
Pacific (Guam), Inc.**
System Integrators

Location:

KAGMAN JUVENILE DETENTION FACILITY

Care of: Division of Youth Services

P.O. Box 501000

Chalan Kanoa, Saipan MP. 96950

LIST OF EQUIPMENT PROVIDED HEREUNDER:

QUANTITY	UNIT	DESCRIPTION
KAGMAN JUVENILE DETENTION FACILITY		
1	each	EST2 networked/standalone Fire Alarm Control Panel with Keys & Manuals
1	each	BC-2 Battery Cabinet
3	each	LSRA-SB Surface Back box for LSRA Series
3	each	LSRA-C Annunciator w/Common Control
2	each	SIGA-CCI Single Input Riser Module
33	each	202-7A-T Strobe
4	each	SIGA-HRS Heat Detectors
35	each	SIGA-PS Photo Smoke Detector
39	each	SIGA-SB Bases
8	each	SIGA-DG Detector Smoke Guard
9	each	SIGA-270 Manual Pull Station
11	each	SIGA-CT1 Single Input Module
3	each	SIGA-WTM Combo Water Flow/Tamper Module
4	each	12V6A5 Battery 12V 6.5 Amp Hour
13	each	SIGA-CR Control Relay Module
2	each	BPS10 Booster Power Supply 10 Amp
2	each	1534-1 Manual Station - Key Operated
10	each	692-7A-HSR Mini Horn Strobe 15/75cd
8	each	692-8A-HSR Mini Horn Strobe 110cd
10	each	SIGA-DH Duct Housing
10	each	SIGA-PS Photo Smoke Detector
10	each	SIGA-RB Base with Relay
10	each	6261-001 Sampling Tubes
1	each	PTS-120HWCP15 Surge Protector 15 Amp
35	each	SAE-SSU03503 Cage Guard for Horn Strobe

Note: Replacement Batteries are not included in this proposal.

CONTRACT CONDITIONS

**Phoenix
Pacific (Guam), Inc.**
System Integrators

1. PREVENTIVE MAINTENANCE & INSPECTION OF SYSTEM:

The Client agrees to purchase and the Company agrees to provide preventive maintenance inspection without liability and not as an insurer, as described herein, on the alarm system(s) described in *Exhibit A* attached hereto and made a part of hereof, in accordance with the terms and conditions of this Agreement. The Client represents that it has the authority to enter into this Agreement.

2. TERM AND RENEWAL OF AGREEMENT:

This Agreement shall run for one (1) year from date of signing unless terminated as provided herein. Thereafter, this agreement shall continue in effect from year to year, unless terminated by written notice of either party to the other no fewer than thirty (30) days before an anniversary date of this Agreement.

3. APPLICABILITY OF TERMS AND CONDITIONS:

Provision of any services or materials covered by this Agreement is conditioned upon the terms and conditions contained herein. Any additional or different terms or conditions proposed by Client are not binding upon the Company unless specifically assented to in writing by the Company.

4. COMPANY'S RESPONSIBILITIES:

- A. For the charges listed, during the term(s) of this Agreement Company shall conduct periodic preventive maintenance inspection(s) of the system, as described on Exhibit A, to inspect, clean, and adjust the system to assure that components thereof are operating within manufacturers' specifications therefore. Number, time and frequency of such inspection(s) shall be solely within the discretion of the Company.
- B. No repairs or additional service is provided under this Agreement. No "on-call" or emergency service is provided under this Agreement. However, Company will provide "on-call" and emergency service, as necessary and upon request of the Client, as soon as it is reasonably practical to do so. On-call or emergency services means that the Company will, if necessary and upon request of the Client, clean, adjust or repair the components of the system itemized on Exhibit A as necessary to bring up to manufacturers' specification. Company will make reasonable efforts to attend promptly to the emergency needs of the Client, but it can make no guaranty about the time response by the Company or what may be necessary to properly service the system and replace or repair malfunctioning components as described on Exhibit A. Client agrees to pay labor, parts and mileage charges at the Company's standard rates and policies for requested "on-call" and emergency services calls, in addition to the basic charges are as follow:

Emergency service calls during the Company's *normal* working hours. Business hours: 7:30am to 4:30pm, Monday through Friday at a fixed rate of **NINE HUNDRED EIGHTY DOLLARS PER DAY**. This rate includes Airfare, Car Rental and Per Diem. However, it does not include Repairs, Replacement Parts and/or Additional Materials.

- C. Company will provide the Client with information necessary to enable the Client to notify Company of suspected malfunctions and make arrangements for the Company to provide "on-call" or emergency service(s).
- D. Company will provide necessary test equipment required to perform service(s) under this Agreement.

5. ENGINEERING CHANGES:

Occasionally, manufacturers may issue non-warranty engineering changes to equipment necessary to assure proper operation of system components. When, in such an event, installation of such engineering changes can be accomplished in the opinion of the Company as incidental to a normal preventive maintenance inspection call, Company will do so at no additional charge to Client. However if, in the opinion of the Company, installation of such engineering changes requires service(s) or material(s) in excess of those incidental to a normal preventative maintenance inspection call, such excess shall be paid for by the Client at Company's then-current prices. Failure by the Client to have such engineering changes installed on the system shall relieve the Company from further performance under this Agreement, but shall not relieve the Client of its obligations hereunder. No other engineering changes or system modifications are covered by this Agreement except as may be otherwise specifically provided herein.

6. RESPONSIBILITIES OF CLIENT:

The Client shall:

- A. Promptly notify Company of any known or suspected trouble or malfunction in the system.
- B. Allow Company full and free access to and use of the system for purposes of this Agreement, and full and free access to and use of any additional devices or areas necessary to provide service(s) under this Agreement. Client shall also provide Company with appropriate working space, including adequate light, heat, ventilation, electricity and telephone access, for Company's use in providing service(s) under this Agreement.
- C. Designate suitable representative(s) satisfactory to the Company as exclusive contact(s) between the Company and the Client, who shall have the authority to make decisions on behalf of Client concerning preventive maintenance inspection of the system by the Company.
- D. Neither authorize nor permit maintenance, repairs or modifications of any kind to be made or attempted to the system, except by the Company or as specified and approved in advance by Company.
- E. Maintain site environmental conditions in accordance with the specifications established by manufacturer(s) and/or the Company for the system.
- F. Make all payments and pay all charges when due and insecurity of the Company about Client's ability to perform any of its obligations hereunder.

CONTRACT CONDITIONS**7. EQUIPMENT CONDITION:**

- A. This Agreement is contingent upon inspection of the system by the Company and determination by the Company in its sole discretion that the system is in acceptable condition for provision of service(s) under this Agreement. Any repairs or adjustments to the system or its components deemed necessary by the Company to bring the system up to acceptable condition shall be concluded before service shall be required to be provided by the Company under this Agreement, and shall be made at the expense of the Client.
- B. If, in the sole determination of the Company, and at any time prior to or during the term of this Agreement, the system or any portion of it cannot be adequately inspected, repaired, or adjusted on-site to bring it to an acceptable level of condition, the Company shall not be required to perform further under this Agreement, and in such an event the Company shall refund any unearned monies paid by the Client to the Client. If, alternatively and in the sole determination of the Company, portions of the system are not likely to be satisfactorily inspected, serviced or maintained through normal inspection, service and maintenance efforts, the Company may, in lieu of canceling this Agreement, exclude them from coverage under this Agreement. For those portions of the system excluded from coverage under this Agreement as aforesaid, any inspection, service or maintenance provided by the Company shall be paid for by the Client at the Company's then-prevailing rates, terms and conditions.

8. EXCLUSIONS:

- Unless otherwise specifically agreed to herein, Company's performance under this Agreement shall not include:
- A. Installation of equipment, or parts and labor required to install, inspect, maintain, service, or remove devices not itemized on Exhibit A.
 - B. Service or maintenance of equipment excluded under paragraph "8" herein.
 - C. Diagnosis or repair of problems other than equipment problems.
 - D. Parts or labor required to repair damage to the system from any cause other than ordinary use, including but not limited to fire, water, weather, earthquake, explosion, smoke, aircraft, motor vehicle, collapse of building, strike, riot, vandalism, acts of God, electrical failure, power surges, air conditioning or humidity control, equipment design, equipment incompatibility, improper input/output signals to equipment connections, software failure or incompatibility, operator error, neglect or misuse by anyone other than the Company.
 - E. Electrical or telephone work external to the system, painting or refinishing equipment, specification changes, relocation of equipment, modification of equipment, programming of equipment.

9. WARRANTIES:

- A. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATEVER, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THERE ARE NO WARRANTIES OR REPRESENTATIONS WHICH EXTEND BEYOND THE FACE OF THIS AGREEMENT.
- B. Company does warrant that service under this Agreement will be competent and that parts installed on the system in connection with service provided under this Agreement will meet manufacturer's specifications at the time they are installed. Failures to perform consistently with this warranty will be remedied by the Company during the term of this Agreement, by correctly re-performing non-complying service(s) or repairing or replacing defective materials provided by the Company, upon written notice to the Company by the Client.
- C. Replacement parts installed by the Company under this Agreement are or may be covered by manufacturer's warranties having various terms and durations. The Company makes no separate or additional warranty as to the system or its components, except as specifically set forth in this Agreement.
- D. The Company does not represent, or guarantee or warrant that any system referred to in this Agreement or any service, inspection, or maintenance provided by it will result in a system which will operate as designed, or is suitable for any particular purpose, or will prevent any loss by burglary, fire or otherwise, or will in all cases or any particular case provide the detection for which it is intended. Client acknowledges and agrees that it is not relying on Company's skill or judgment in selecting or furnishing a system suitable for any particular purpose, and that the Company has made no representations except as are contained in the Agreement. Company is not an insurer against loss or damage, and all insurance arrangements to cover loss, property damage or personal injury must be made separately by the Client. The Client assumes all risk of loss or damage to the premises or the contents thereof, as well as all risk to the physical or mental well-being of persons therein. The limited warranty contained in this Agreement gives the Client specific legal rights. The Client may have other legal rights which vary from state to state.

10. TITLE AND RISK OF LOSS:

Title and risk of loss to any portion of the system shall remain with the Client, regardless of where corrective work takes place.

11. DELAY IN PERFORMANCE:

Time is not of the essence under this Agreement. In addition, Company shall not be responsible for delays in performance due to any cause beyond the direct and reasonable control of the Company.

CONTRACT CONDITIONS**12. CHANGES TO THE SYSTEM:**

Any change(s) or relocation(s) in the system or attachments to the system may, at the sole option of the Company, result in adjustment of charges under this Agreement to reflect additional costs incurred by the Company because of the change(s) or relocation(s). Relocation shall include any act of the Client which impedes access to the system or attachments to the system, such as moving furniture or remodeling walls. Any such change or relocation which creates, in the sole opinion of the Company, a safety hazard or interference with the normal and satisfactory operation, inspection, or maintenance of the system or attachments to the system shall be promptly corrected at the Client's expense. Any service provided by the Company to the Client in connection with equipment or attachments which have been changed or relocated does not constitute any approval by the Company of such change(s) or relocation(s), nor a waiver of any rights of the Company.

13. PAYMENT AND DEFAULT BY CLIENT:

- A. Client agrees to pay any and all bills within thirty (30) days after presentation of same. An additional charge of not more than two percent (2%) per month shall be imposed on any overdue amounts, per Company's Client service procedures.
- B. If the Client defaults in the performance of any of its obligations under this Agreement, or any other agreement between the parties, including failure to pay to the Company any monies when due, the Company may pursue against the Client any remedy available at law or equity, now or in the future, including collecting interest on any unpaid balances at the highest rate allowed by law, and in addition, if the Company commences legal proceedings or retains the services of a collection agency or attorney to enforce its rights under this Agreement, Client shall also pay Company's reasonable attorneys' and collections agency fees. In the event of legal action between the parties in connection with their respective rights and obligations, under this Agreement or otherwise, the parties waive trial by jury and Client waives the right to interpose any counterclaim in any actions or proceeding commenced by the Company.
- C. The parties agree that due to the nature of the service(s) to be provided by the Company under this Agreement, the payments to be made to the Company by the Client over the entire term of this Agreement form an integral part of the Company's pricing and anticipated profits. In the event that the Client defaults in performing any of its obligations under this Agreement, or any other agreement between the parties, the entire balance of all unpaid payments for the entire term of this Agreement shall immediately become due and payable, and the Client shall be liable therefore.

14. INDEMNIFICATION, DAMAGES AND LIMITATIONS OF LIABILITY:

- A. Client shall defend, indemnify and hold harmless the Company from any expense, liability, loss, claim or damage, including personal injuries, made by any person including those not a party to this agreement, relating in any way to the system(s) or service(s) referred to in this agreement, without regard to whether the Company was at fault. Client on its own behalf and on behalf of any insurance carrier waives any right of subrogation Client's insurance carrier may otherwise have against the Company, its agents, employees and subcontractors arising out of this Agreement or the relation of the parties hereto.
- B. Client's exclusive remedy for the Company's breach of or failure to perform under this Agreement or relating in any way to any relationship between the parties connected with the system referred to in this Agreement, for any reason including negligence or gross negligence, is to require the Company to re-perform the inspection, maintenance or service of or to the system, during the term of this Agreement, according to the terms and conditions of the Warranty contained in this Agreement.
- C. The value of the Client's property or the property of others kept on the premises at which the system is installed, which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the System is designed to detect, alert or avert is completely unknown to and outside of the control of the Company, and Company is not an insurer. In addition, the Company has no control over response time of any emergency service provider, and it would be extremely difficult to ascertain what portion, if any, of any loss or damage would be proximately caused by any failure on the part of the Company. Charges are based solely upon the value of the goods and services provided, and are unrelated to the uses made by the Client of its premises, including the value of the premises or any property thereat, or the well-being of people thereon. The amounts payable by the Client are not sufficient to warrant the Company assuming any risk of damages, including consequential damages, for any property damages or personal injuries, due to Company's negligence, gross negligence, failure to perform, or any reason whatever. Client agrees that is does not desire the Company to assume any risk of damages, and agrees that the Company shall not be liable for same. Client further agrees that if the Company should be found liable due to any failure by the Company to perform any obligation, under this Agreement or otherwise, or the failure of the system to operate properly in any respect, Company's liability shall be limited to ten percent (10%) of the price for first (1st) year's service(s) under this Agreement, or \$250, whichever is less, and that this liability shall be exclusive. Client may, at its option, increase the amount of this limited liability by separate agreement with the Company at increased cost proportionate to the Company's increased risks, which shall not be insurance coverage.
- D. Company shall not be responsible for the acts or workmanship of employees, (sub) contractors or agents of the Client, or any user of the system or components thereof.
- E. In no event shall the Company be liable for any loss or damage whatever arising directly or indirectly in any way from a failure to discover or repair latent defects in the design of the system or any components thereof, or the configuration of the system.

15. NO CONFLICT WITH OTHER CLIENT AGREEMENTS:

Client warrants that the negotiation, execution and implementation of this Agreement will not conflict with any other agreement of which the Client is aware with any other person or firm. Client agrees to defend, indemnify and hold harmless the Company from claims of any sort by any person or firm alleging that this Agreement violates, interferes with or infringes upon any other agreement in any way.

CONTRACT CONDITIONS

**Phoenix
Pacific (Guam), Inc.**
System Integrators

16. LICENSES, TAXES, PERMITS AND FALSE ALARMS:

Client shall identify any rules, regulations, standards or codes with which the system must comply, and shall obtain and pay for any necessary licenses or other certificates of compliance with same. Client is solely responsible for any fees, taxes (including sales taxes) false alarm fines, and any other governmental assessments related to the alarm equipment or system operation and shall reimburse and indemnify the Company for any such expenses incurred by the Company. Client and Company are each responsible for obtaining any necessary licenses or permits needed to perform their respective obligations under this Agreement.

17. ASSIGNMENTS AND DELEGATIONS:

The Company may assign this Agreement to any other person, firm or corporation without notice to or approval by the Client, and may subcontract any activities which it may perform under this Agreement. The Client may not assign or delegate any rights or obligations under this Agreement, either voluntarily or by operation of law, without advance written consent of the Company.

18. INFORMATION PROVIDED BY CLIENT:

Any information, such as telephone numbers of the Client, suggestions or ideas supplied by the Client to the Company relating to the subject matter of this Agreement shall not be considered confidential or secret, and Company assumes no liability for publication or use thereof.

19. INVALID PROVISIONS:

If any of parts of this Agreement shall be determined by court of competent jurisdiction to be invalid or inoperative, all of the remaining parts shall remain in full force and effect.

20. ENTIRE AGREEMENT:

This writing is intended by the parties as the final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understanding or agreements between the parties; there are no prior writings, verbal negotiations, understandings, representations or agreements not expressed in this Agreement, and the parties rely only upon the contents of this Agreement in executing it, and have not relied on any other representations, oral or otherwise, made by the parties, their agents or employees. This Agreement may be modified only by a writing signed by each of the parties or their duly authorized agents. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. This Agreement shall bind and benefit the heirs, successors and assigns of the respective parties.

21. RECEIPT AND REVIEW OF AGREEMENT:

The Client specifically acknowledges that it has received a copy of this Agreement in its entirety and has read the same, understood it and agreed to its contents before signing it.

CLIENT/SUBSCRIBER

By:

DIVISION OF YOUTH SERVICES

Signature:

Name:

Ms. Debra Inos

Title:

Director

Date:

CUSTOMER: D.Y.S

DATE: July 26, 2006 INSPECTOR:
MONTHLY INSPECTION OF FIRE EXTINGUISHER.

RICK RASH

CUSTOMER: D.Y.S

DATE: 08-20-06

INSPECTOR:

Ricardo Rasc

MONTHLY INSPECTION OF FIRE EXTINGUISHER

CUSTOMER: D.Y.S

DATE: 09-09-06

INSPECTOR:

Ricardo Rosa

DATE: 07-07-07 MONTHLY INSPECTION OF FIRE EXTINGUISHER

Commonwealth of the Northern Mariana Islands
Office of the Governor
Saipan, MP 96950

Telephone: (670) 664-1500 Fax: (670) 664-1515

DATE: 10/06/06**VENDOR:** CNMI GOVERNMENT PURCHASE ORDER

THIS NUMBER MUST APPEAR ON ALL INVOICES AND DELIVERY SLIPS

No. P-7428-100-00**INSTRUCTIONS**

- P.O. number must appear on all invoices, packages, packing lists, and other related documents.
- Payments requests, prior to receipt of shipment, must include proof of shipment with invoice.
- The CNMI Government reserves the right to reject any or all items received that are not in compliance with ordered specifications.
- AIRMAIL original invoices attached to the original corresponding CNMI Government Purchase Orders to the Division of Finance & Accounting, Attn: Accounts Payable, P.O. Box 5234 CHRB Saipan, MP 96950. All correspondence with regards to payments must be directed to the above.
- All correspondence regarding shipment of this order is to be directed to the Director, Procurement & Supply, CNMI.
- Any refund check should be made payable to CNMI Treasury. Mail all refund to the above address.

QUANTITY	UNITS OF ISSUE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
		<p>1.00 SERVICE CENTRAL AIRCONE AIR HANDLER & RETURN DUCTING (3/EA) FIRE IN CHARGE (3/EA) WASHER/ SERVICE & REPAIR (1 EA) DRYER/ SERVICE AND REPAIR (1 EA) SPRINKLER SYSTEM REPAIR AUTHORIZED PERSONS: S.S. ADA R. TEPEGEYO J. TAMARA</p> <p>ACKNOWLEDGEMENT COPY Acknowledgement Receipt of this Order Date: 10/06 By: _____ Estimated Delivery Date: _____ Air Mail this copy to: Marianas Supply Officer Government of the Northern Marianas Saipan, MP 96950</p>		

DELIVER TO: Marianas Supply Officer
 2007 Mabini Street, Suite 600
 Saipan, MP 96950, CN

TOTAL

RELEASE DATE : 06-10-06

SHIP VIA: Hand delivered by Youth Services Saipan

HERMAN SIEGLAN

EMERGENCY DRILL

**Juvenile Detention Unit
Division of Youth Services-DCCA
Commonwealth of the Northern Mariana Islands**
**Tel: 256-2550/2551
Fax: 256-2558/2557**

Fire Drill Log

Date: 07.26.06

Time: 0920 HRS

Group(s): A.M SHIFT

Staff(s) on Duty: C. Rua, A. Pialur J. Reyes A. Camacho T. Amirez (ofc/s)
R. Teregeyo T. Tanaka (Admin staff)

Other Participants: residents of the facility.

Fire Drill Facilitator: Ricardo R. Rasa Juvenile Correction Worker I/safety officer

All Clear Time: 0928 HRS

Time Taken to Evacuate: 2:00 mins

Facilitator's Comments: *Need more drills
more practice to improve evacuation plan*

Successful Encounters: communication between the ofc/s to maintain order was good. residents and staff all evacuated in good time .

Encountered Problems: S.C.B.A equipment was not at it's place. ofc/s needed to search the unit "A" housing storerooms, and other rooms to find the S.C.B.A .

**Juvenile Detention Unit
Division of Youth Services-DCCA
Commonwealth of the Northern Mariana Islands
Tel: 256-2550/2551
Fax: 256-2558/2557**

Fire Drill Log

Date: 08-21-06

Time: 12:24 HRS

Group(s): A.M SHIFT

Staff(s) on Duty: K. Flores, C. Nekai, A. Luniyo, J. Reyes (ofers)
R. Teregeyo (Admin)

Other Participants: residents of the facility

Fire Drill Facilitator: Ricardo Rasa JCW I / Safety ofer.

All Clear Time: 12:25 HRS

Time Taken to Evacuate: 1:30 mins

Facilitator's Comments: clients all behaved well and evacuated at proper time.

Successful Encounters: communication between ofers & clients was well, time evacuated was on time, main control inform at good timing, all routes was followed.

Encountered Problems: none.